

Colusa Groundwater Authority Board of Directors Meeting

April 26, 2022 | 1:30 p.m.

[AGENDA SUPPORT MATERIALS](#)

**MEETING AGENDA**

**April 26, 2022 | 1:30 p.m.**

This meeting will be held in-person

**In-person meeting location:** Colusa Industrial Properties, 100 Sunrise Blvd., Colusa, CA 95932

The public may attend the meeting in person or via conference line, using the call-in number below.

**Phone-in:** 1-800-356-8278

Code: 877875

**AGENDA ITEM 1: CALL TO ORDER AND DETERMINATION OF A QUORUM**

**AGENDA ITEM 1.a: Roll Call of Officers and Alternates**

SIX (6) Members must be present to constitute a quorum.

As of July 1, 2021, and through June 30, 2023, **Maxwell Irrigation District** sits as the representative for Maxwell I.D. and Westside W.D.; and **Princeton-Codora-Glenn Irrigation District** sits as the representative for Princeton-Codora-Glenn I.D. and Provident I.D.

*Note: Beginning July 1, 2023, Westside Water District and Provident Irrigation District will represent their respective Memberships on the CGA Board.*

**4.1 Board of Directors.** *The business of the Authority will be conducted by a Board of Directors that is hereby established, and that shall be initially composed of and appointed as follows: One member of the Board of the Maxwell Irrigation District or the Westside Water District, said appointment to alternate every two years beginning with an appointment by the Maxwell Irrigation District of one of its Board members; One member of the Board of the Princeton-Codora-Glenn Irrigation District or the Provident Irrigation District, said appointment to alternate every two years beginning with an appointment by the Princeton-Codora-Glenn Irrigation District of one of its Board members...*

Colusa Groundwater Authority Board of Directors Meeting

April 26, 2022 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

<b>Entity</b>	<b>Name</b>
<b>COUNTY OF COLUSA</b>	
BOARD MEMBER	Denise Carter
ALTERNATE	Gary Evans
<b>CITY OF COLUSA</b>	
BOARD MEMBER	Jesse Cain
ALTERNATE	Denise Conrado
ALTERNATE	Tom Reische
<b>CITY OF WILLIAMS</b>	
BOARD MEMBER	Sajit Singh
ALTERNATE	Alfred Sellers, Jr.
<b>GLENN COLUSA IRRIGATION DISTRICT</b>	
BOARD MEMBER	Blake Vann
ALTERNATE	Thad Bettner
<b>COLUSA COUNTY WATER DISTRICT</b>	
BOARD MEMBER	Knute Meyers
ALTERNATE	Shelly Murphy
<b>PRINCETON-CODORA-GLENN IRRIGATION DISTRICT</b>	
BOARD MEMBER	Jim Campbell
ALTERNATE	Lance Boyd
<b>MAXWELL IRRIGATION DISTRICT</b>	
BOARD MEMBER	Drew Dirks
ALTERNATE	Chris Dobson
ALTERNATE	Dan Ruiz
<b>RECLAMATION DISTRICT 108</b>	
BOARD MEMBER	Hilary Reinhard
ALTERNATE	Bill Vanderwaal
<b>RECLAMATION DISTRICT 479</b>	
BOARD MEMBER	Derrick Strain
ALTERNATE	Vacant
<b>COLUSA DRAIN MUTUAL WATER COMPANY</b>	
BOARD MEMBER	Jim Wallace
ALTERNATE	Lynell Pollock
PRIVATE PUMPER	Darrin Williams
PRIVATE PUMPER	Jeff Moresco
<b>WESTSIDE WATER DISTRICT</b>	
BOARD MEMBER	Zach Dennis
ALTERNATE	Dan Ruiz
<b>PROVIDENT IRRIGATION DISTRICT</b>	
BOARD MEMBER	Jim Campbell
ALTERNATE	Lance Boyd

AGENDA ITEM 1.b: Introductions of Others in Attendance

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Colusa Groundwater Authority Board of Directors Meeting

April 26, 2022 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

**AGENDA ITEM 2: APPROVAL OF AGENDA AND MINUTES**

**ACTION ITEMS**

AGENDA ITEM 2.a: Approval of Agenda

At this time, Board Members or Staff may suggest additions to the agenda. Any additions to the agenda must fit into one of the following categories: a) A majority determination that an emergency (as designed by the Brown Act) exists; or b) A 2/3rds determination that the need to take action arose subsequent to the agenda being posted.

AGENDA ITEM 2.b: Approval of Minutes from the March 22, 2022 CGA Board Meeting

**ATTACHMENTS:**

1. \*March 22, 2022 Board Meeting Draft Minutes

# Colusa Groundwater Authority Board of Directors

1213 Market Street, Colusa, CA 95932 | 530-458-0891 | [www.colusagroundwater.org](http://www.colusagroundwater.org)

## **MEETING MINUTES OF MARCH 22, 2022**

The meeting was held in-person at 100 Sunrise Blvd., Colusa, CA 95932 and via a Zoom Teleconference call.

### **1. Call To Order and Determination of Quorum**

Denise Carter, Chair, opened the meeting at 1:03 p.m and called for a Roll Call of Officers and Agency Representatives and determined that a quorum is present.

<b>Agency</b>	<b>Board Member</b>	<b>Alternate Board Members</b>
County of Colusa	Denise Carter	
City of Colusa		Denise Conrado
City of Williams		Alfred Sellers
Glenn Colusa Irrigation District (GCID)		Thad Bettner
Colusa County Water District	Knute Myers	
Princeton-Codora-Glenn Irrigation District		
Provident Irrigation District (Provident)		
Maxwell Irrigation District (MID)		Dan Ruiz
Reclamation District 108 (RD 108)	Hilary Reinhard	Bill Vanderwaal
Reclamation District 479 (RD 479)		
Colusa Drain Mutual Water Company (CDMWC)	Jim Wallace	
Private Pumper	Darrin Williams	
Private Pumper	Jeff Moresco	
Westside Water District (WWD)		Dan Ruiz
Provident Irrigation District		

### **Members of the Public**

Greg Plucker, Colusa County	Ben King
Tana Loudon, Colusa County	Jenny Scheer, Water & Land Solutions
Lisa Hunter, GGA	Jennifer Wallace Sanders
Liz Harper, CCRCD	Holly Dawley, Glenn Colusa Irrigation District
Chris Dobson	Kati Klug, Davids Engineering
Grant Davids, Davids Engineering	Alan Dodd
Anna Reiner	

## **2. Approval of Agenda and Minutes**

- a. \* Approval of Minutes from the January 25, 2022 Board Meeting

Chair Carter asked if there were any changes to the agenda or minutes, there was none.

**Motion:** Ms. Conrado moved to approve the minutes, Mr. Ruiz seconded, and the motion passed unanimously per roll call vote.

## **3. Period Of Public Comment**

Chair Carter asked if there were any public comments.

Mr. Ben King asked about the City of Colusa's recent water quality report, discussed concerns with iron and manganese levels being potential precursors to arsenic issues, and stated concerns with the changing groundwater chemistry.

No other public comments were provided.

## **4. Financial Report**

- a. Review Financial Statements
- b. \* Review and consider approval of Claims

Chair Carter introduced the item and mentioned that the Ad-Hoc Committee would be reviewing the balances to better show the grant funds and operating funds. Mr. Ruiz asked about the GCA payable amount and Ms. Hunter stated that she did not have that exact amount. Mr. Sellers asked about the grant funds and Chair Carter discussed further the effort to separate balances.

Chair Carter discussed the submitted claims.

**Motion:** Mr. Myers moved to approve the item, Mr. Williams seconded, and the motion passed unanimously per roll call vote.

## **5. Colusa Subbasin Groundwater Sustainability Plan Update**

- a. Groundwater Sustainability Plan Annual Report-Presentation by Davids Engineering

Mr. Davids introduced the item, discussed the report requirements, the schedule, and the opportunity for comments.

Ms. Klug presented the report overview, discussed the annual report requirements, the groundwater conditions, changes in monitored wells, changes in annual and cumulative groundwater storage amounts, an overview of subsidence issues, and discussed water supply and water use.

Mr. King asked questions regarding the increase in sink holes, discussed City of Orland potential concerns, and asked about the Arbuckle PUD and potential public supply and who is commenting on these matters for the PUD.

Mr. Davids provided some responses.

Mr. Vanderwaal asked how many wells fell below the minimum threshold amount.

Mr. Davids responded and Ms. Klug confirmed that 2 had briefly dipped below but then recovered.

Ms. Reiner discussed the summary table in the report and that this information is for all 48 of the monitoring wells.

Mr. Sellers asked a question regarding recharge.

Ms. Klug wrapped up the presentation and provided information on how to submit comments.

Mr. Williams asked about the change of use from the 2014/2015 period vs. the 2020/2021 period and the apparent 400,000 acre-feet increase.

Mr. Davids discussed the issue and potential answer, noting more review was necessary.

Mr. King asked questions regarding the evapotranspiration data and scorecard for various Projects and Management Actions.

Ms. Klug responded.

Chair Carter reiterated the time frame for comments on the annual report.

b. GSP Development Grants (Proposition 1 and Proposition 68) and Project Agreements

Chair Carter provided an overview of the final phase of the grant funding agreements.

c. Groundwater Sustainability Plan Implementation

Chair Carter mentioned that there would be the need for volunteers to start on implementation plans items.

**6. \*Consider approval of Provost and Prichard Addendum #3 to Consultant Services Agreement (CSA) No. 18-197: Consulting Services for Tax Year 2022-2023 Direct Charge Preparation, Colusa Groundwater Authority, Colusa and Yolo Counties, California**

- a. Staff recommends authorizing the Chair to execute an agreement with Provost & Pritchard Consulting Group pending legal review in an amount not to exceed \$3,500.

Chair Carter introduced the item and discussed the need to produce the annual listing of parcels for assessment purposes.

**Motion:** Mr. Williams moved to approve the item, Mr. Myers seconded, and the motion passed unanimously, excepting Ms. Reinhard abstaining, per roll call vote.

**7. \*Consider approval of RFP for Program Manager Services for the CGA.**

Ad Hoc Committee Report (Denise Carter, Shelly Murphy)

- a. Ad Hoc recommends approval to release RFP for Program Manager Services.

Chair Carter introduced the item and described how the job description was developed. She mentioned that the submittal dates had changed with questions due April 6, 2022, proposals due April 25, 2022, and award likely to be considered by the CGA in May or June.

**Motion:** Mr. Ruiz moved to approve the item, Mr. Sellers seconded, and the motion passed unanimously, excepting Ms. Reinhard abstaining, per roll call vote.

## **8. Committee Reports**

Chair Carter provided an overview of the committees with specific discussion as noted.

- a. Long Term Funding Ad Hoc – Thad Bettner, Darrin Williams, Jeff Moresco
- b. Program Manager Ad Hoc – Shelly Murphy, Denise Carter  
Chair Carter asked for additional members to help select the new program manager. Ms. Conrado and Mr. Wallace were appointed.
- c. Budget Ad Hoc – Dan Ruiz, Shelly Murphy, Jeff Moresco, Denise Carter.
- d. Consider adding Ad Hoc on community outreach  
Chair Carter discussed the need for community outreach and the coordination with the Colusa Groundwater Commission. Mr. Williams and Mr. Moresco would be supported with Mr. Vanderwaal and Chair Carter.

## **9. Presentation: Pilot Project, Trickle charge to Ephemeral Streams – William Vanderwaal**

Mr. Vanderwaal gave a presentation on the recent project to study the results of a “trickle” charge project that was possible from the dewatering of the TCC to allow for a siphon repair. He discussed the monitoring of adjacent wells and the resultant recharge results showing an approximate 200-acre feet net recharge from the 500-acre feet applied to mostly Buckeye Creek, and some to Bird Creek.

## **10. Presentation from RCD on funding opportunities for Groundwater Sustainability Projects-Liz Harper**

Liz Harper provided an overview of the RCD, discussed the Ranch Fire restoration project and the CCRCO involvement, and presented a current grant opportunity – the Multi Benefit Land Repurposing Grant.

Discussion ensued about potential projects. Chair Carter confirmed acceptance of a letter of support.

## **11. DWR Update: Brandon Davison**

No update provided as Mr. Davison was not present.

## **12. Program Manager Report**

Chair Carter reminded the CGA regarding the filing of the Form 700 requirement.

## **13. Closed Session**

Gov't Code 54956.9 – Conference with Legal Counsel – existing litigation

**14. Report out of Closed Session** – No reportable action.

**15. Member Reports and Comments**

**16. Next Meeting:** April 26, 2022

**17. Adjourn**

A complete agenda packet, including back-up information, is available for inspection during normal business hours at 1213 Market Street, Colusa, CA 95932. The full agenda packet can also be found on the CGA website:

<https://colusagroundwater.org>

In compliance with the Americans with Disability Act, if you require special accommodation to participate in CGA Board or Subcommittee meetings, please contact the Colusa County Water Resources Division at 530-458-0891 prior to any meeting and arrangements will be made to accommodate you.



Colusa Groundwater Authority Board of Directors Meeting

April 26, 2022 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

**AGENDA ITEM 3: PERIOD OF PUBLIC COMMENT**

Members of the public may comment on items not on today's agenda that are relevant to the CGA. Public comments are limited to no more than 5 minutes. No action can be taken on items that are not on the agenda.

**AGENDA ITEM 4: FINANCIAL REPORT**

**ACTION ITEM**

AGENDA ITEM 4.a: Review Financial Statements

Review of Financial Statements.

AGENDA ITEM 4.b: Review and Consider Approval of Claims

\*The following claims have been submitted for approval.

2:34 PM

04/13/22

Accrual Basis

**Colusa Groundwater Authority**  
**Balance Sheet**  
As of April 13, 2022

	Apr 13, 22
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Umpqua Money Mkt 4884	588,627.91
Umpqua Public Funds Ckg 9527	82,626.00
Umpqua Public Funds Svg 7346	32,997.90
Total Checking/Savings	704,251.81
Accounts Receivable	
11000 · Accounts Receivable	2,301.26
Total Accounts Receivable	2,301.26
Other Current Assets	
Grant Receivable	333,074.70
Retention Receivable	124,371.56
Total Other Current Assets	457,446.26
Total Current Assets	1,163,999.33
<b>TOTAL ASSETS</b>	<b>1,163,999.33</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Contingency Fund	100,000.00
Legal Defense Fund	73,000.00
32000 · Unrestricted Net Assets	677,195.50
Net Income	313,803.83
Total Equity	1,163,999.33
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,163,999.33</b>

**Colusa Groundwater Authority**  
**Statement of Revenue & Expenditures - Income Tax Basis**  
 For the four months & thirteen days ended April 13, 2022

	Jul 1, '21 - Apr 13, 22
Ordinary Income/Expense	
Income	
Assessments	
Prop 218 Ops Fee Agreements	6,812.36
Prop 218 Ops Fee Parcels	171,679.29
<b>Total Assessments</b>	<b>178,491.65</b>
45000 · Investments	
Interest-Money Market	16.62
Interest - Prop 218	24.22
45030 · Interest-Savings	7.91
<b>Total 45000 · Investments</b>	<b>48.75</b>
46400 · Other Types of Income	
Grant Funding - GSP Development	
Prop 1 GSP Round2 Grant Funding	
Retention - Prop 1	-21,399.70
Prop 1 GSP Round2 Grant Funding - Other	213,996.98
<b>Total Prop 1 GSP Round2 Grant Funding</b>	<b>192,597.28</b>
Prop68 GSP Round3 Grant Funding	
Retention - Prop 68	-15,608.61
Prop68 GSP Round3 Grant Funding - Other	156,086.02
<b>Total Prop68 GSP Round3 Grant Funding</b>	<b>140,477.41</b>
Grant Funding - GSP Development - Other	267,193.46
<b>Total Grant Funding - GSP Development</b>	<b>600,268.15</b>
<b>Total 46400 · Other Types of Income</b>	<b>600,268.15</b>
<b>Total Income</b>	<b>778,808.55</b>
Gross Profit	778,808.55
Expense	
Bank Fees	75.00
Grant expense-Prop #1	0.00
Professional Services-Admin	
60900 · Financial Services Bookkeeping	3,353.30
62140 · Legal Services	14,343.25
65000 · Auditor	7,000.00
65010 · Program Manager	42,535.67
<b>Total Professional Services-Admin</b>	<b>67,232.22</b>
62100 · Professional Services-Technical	
Consult Prop 218 Operation fee	2,152.75
62101 · GSP Development	393,456.88
<b>Total 62100 · Professional Services-Technical</b>	<b>395,609.63</b>
62890 · Publications/Legal Notices	90.00
65050 · Website	245.87
65160 · JPA Insurance	1,752.00
<b>Total Expense</b>	<b>465,004.72</b>
<b>Net Ordinary Income</b>	<b>313,803.83</b>
<b>Net Income</b>	<b>313,803.83</b>

Colusa Groundwater Authority  
Monthly - Profit & Loss Budget vs. Actual  
July 2021 through June 2022

	Jul '21 - Jun '22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Assessments	6,812.36	6,812.00	0.36	100.0%
Prop 218 Ops Fee Agreements	171,679.29	390,432.00	-218,752.71	44.0%
Prop 218 Ops Fee Parcels				
Total Assessments	178,491.65	397,244.00	-218,752.35	44.9%
45000 - Investments				
Interest-Money/Market	16.62	80.00	-63.38	20.8%
Interest - Prop 218	24.22	0.00	24.22	100.0%
45030 - Interest-Savings	7.91	25.00	-17.09	31.6%
Total 45000 - Investments	48.75	105.00	-56.25	46.4%
46400 - Other Types of Income				
Grant Funding - GSP Development				
Prop 1 GSP Round2 Grant Funding				
Retention - Prop 1	-21,399.70	0.00	-21,399.70	100.0%
Prop 1 GSP Round2 Grant Funding - Other	213,996.98	788,400.00	-574,403.02	27.1%
Total Prop 1 GSP Round2 Grant Funding	192,597.28	788,400.00	-595,802.72	24.4%
Prop68 GSP Round3 Grant Funding				
Retention - Prop 68	-15,608.61	0.00	-15,608.61	100.0%
Prop68 GSP Round3 Grant Funding - Other	156,086.02	0.00	156,086.02	100.0%
Total Prop68 GSP Round3 Grant Funding	140,477.41	0.00	140,477.41	100.0%
Grant Funding - GSP Development - Other				
Retention - Prop 1	267,193.46			
Total Grant Funding - GSP Development	600,268.15	788,400.00	-188,131.85	76.1%
Total 46400 - Other Types of Income	600,268.15	788,400.00	-188,131.85	76.1%
Total Income	778,808.55	1,185,749.00	-406,940.45	65.7%
Gross Profit	778,808.55	1,185,749.00	-406,940.45	65.7%
Expense				
Bank Fees				
Grant expense-Prop #1	75.00	150,000.00	-150,000.00	0.0%
GSP Implementation Fund	0.00			
Professional Services-Admin	0.00			
Administrative Assistant	0.00			
60900 - Financial Services Bookkeeping	3,353.30	50,000.00	-50,000.00	0.0%
62140 - Legal Services	14,343.25	100,000.00	-85,656.75	67.1%
65000 - Auditor	7,000.00	6,500.00	500.00	14.3%
65010 - Program Manager	42,535.67	125,000.00	-82,464.33	107.7%
Total Professional Services-Admin	67,232.22	286,500.00	-219,267.78	34.0%
Prop 218 Ops Fee Collections-Co				
Special Projects - Funding Mech	0.00	10,000.00	-10,000.00	23.5%
62100 - Professional Services-Technical	0.00	0.00	0.00	0.0%
Consult Prop 218 Operation Fee	2,152.75	0.00	2,152.75	100.0%
GSP - Grant Application	0.00	20,000.00	-20,000.00	0.0%
GSP Annual Report	0.00	50,000.00	-50,000.00	0.0%
62101 - GSP Development	393,456.88	0.00	393,456.88	100.0%
Total 62100 - Professional Services-Technical	395,609.63	70,000.00	325,609.63	565.2%

Colusa Groundwater Authority  
Monthly - Profit & Loss Budget vs. Actual  
July 2021 through June 2022

	Jul '21 - Jun '22	Budget	\$ Over Budget	% of Budget
62890 - Publications/Legal Notices	90.00	5,000.00	-5,000.00	0.0%
65020 - Postage, Mailing Service	0.00	3,000.00	-3,000.00	0.0%
65030 - Printing and Copying/Outreach	0.00	250.00	-4.13	98.3%
65050 - Website	245.87	1,800.00	-48.00	97.3%
65160 - JPA Insurance	1,752.00			
<b>Total Expense</b>	<b>465,004.72</b>	<b>526,550.00</b>	<b>-61,545.28</b>	<b>88.3%</b>
Net Ordinary Income	313,803.83	659,159.00	-345,395.17	47.6%
Other Income/Expense				
Other Expense				
Legal Defense Fund Contingency	0.00	50,000.00	-50,000.00	0.0%
OPERATIONS RESERVE	0.00	50,000.00	-50,000.00	0.0%
80000 - Ask My Accountant	0.00	0.00	0.00	0.0%
<b>Total Other Expense</b>	<b>0.00</b>	<b>100,000.00</b>	<b>-100,000.00</b>	<b>0.0%</b>
Net Other Income	0.00	-100,000.00	100,000.00	0.0%
<b>Net Income</b>	<b>313,803.83</b>	<b>559,159.00</b>	<b>-245,395.17</b>	<b>56.1%</b>

2:30 PM  
04/13/22

**Colusa Groundwater Authority  
Transaction List by Date  
March 1 through April 13, 2022**

Type	Date	Num	Name	Memo	Account	Class	Split	Debit	Credit
Mar 1 - Apr 13, 22									
Bill	03/07/2022								
Bill Pmt -Check	03/10/2022	1114	Young Woodridge Crippen and Associ...		20000 · Accounts P...		62140 · Legal ...		1,032.50
Bill Pmt -Check	03/10/2022	1115	Young Woodridge		Umpqua Public Fun...		20000 · Accou...		430.00
Bill	03/14/2022	7455	Crippen and Associ...		20000 · Accounts P...		60900 · Finan...		1,705.00
Deposit	03/31/2022			Deposit	Umpqua Public Fun...	Revenue	45030 · Intere...	0.28	212.50
Bill	03/31/2022	20494...	Young Woodridge	Interest	Umpqua Money Mk...		Interest - Prop...	1.61	
Transfer	04/13/2022			Funds Transfer	20000 · Accounts P...		62140 · Legal ...		1,020.50
Bill Pmt -Check	04/13/2022	1117	Crippen and Associ...		Umpqua Public Fun...		Umpqua Mone...		400,000.00
Bill Pmt -Check	04/13/2022	1116	Young Woodridge		Umpqua Public Fun...		20000 · Accou...		212.50
Mar 1 - Apr 13, 22									
									1,020.50

# CGA CLAIMS SUMMARY 04/13/2022

Biller	Service	Inv. # / Dates of Service	Inv. Date	Invoice Total
Young Wooldridge	Legal Services	Mar-22	3/31/2022	\$ 1,020.50
Crippen and Associates	Bookkeeping	Mar-22	3/14/2022	\$ 212.50

**TOTAL**                    \$ 1,233.00

**Ratify the following claim**

			<b>TOTAL CLAIMS</b>	\$ -

**GSP GRANT FUNDED** (paid with funds from Proposition 1 GSP Grant)

			<b>TOTAL CLAIMS</b>	\$ -



THE LAW OFFICES OF

A LIMITED LIABILITY PARTNERSHIP · EST. 1939  
1800 30TH STREET, FOURTH FLOOR  
BAKERSFIELD . CA. 93301

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PHONE: (661) 327-9661  
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PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATIONS

**CONFIDENTIAL**

COLUSA GROUNDWATER AUTHORITY  
ANGELICA VILLAR, CRIPPEN AND ASSOCIATES  
P.O. BOX 1177  
410 BRIDGE STREET  
COLUSA, CA 95932

March 31, 2022

Client ID 20494 SKK

Statement for period through March 31, 2022

**Summary by Matter**

Matter	Description	Prior Balance	Payments & Adjustments	Current Charges	Total Due
4	BOARD MEETINGS AND MATTERS (INCL. BROWN ACT)	\$633.50	-\$633.50	\$767.00	\$767.00
9	CONSULTANTS	\$0.00	\$0.00	\$236.00	\$236.00
34	GROUNDWATER MANAGEMENT PLAN	\$1,032.50	-\$1,032.50	\$0.00	\$0.00
100	COSTS	\$39.00	-\$39.00	\$17.50	\$17.50
PRIOR STATEMENT BALANCE					\$1,705.00
TOTAL PAYMENTS AND ADJUSTMENTS					-\$1,705.00
CURRENT CHARGES					\$1,020.50
<b>PAY THIS AMOUNT</b>					<b>\$1,020.50</b>

Any Payments Received After 03/31/22 Will Appear on Your Next Statement

Visa, MasterCard and Discover accepted

**RECEIVED**  
4.8.22

A FINANCE CHARGE OF 1.5% WILL BE ADDED TO YOUR BALANCE 30 DAYS AFTER STATEMENT DATE





**AGENDA ITEM 5: ANNUAL BOARD REVIEW AND CONSIDERATION OF THE FISCAL YEAR  
2021/2022 CGA BUDGET**

**ACTION ITEM**

*Budget adoption requires 2/3rds vote of Directors present*

**BACKGROUND:** The Budget Ad Hoc committee met on Feb. 22, 2022 and thereafter via email, and reviewed the CGA's current financial position and have prepared the attached budget for review.

In the 2022 -2023 year the CGA will see increased cost for:

- Administrative services with the hiring of an outside consultant to perform the duties of Program Manager. During the past 4 months, the role has been done at no cost to the CGA by Chair Carter.
- Legal Services will be greater due to the current litigation.
- Required Annual Report for 2022 (will not be covered by grant funding)
- GSP Implementation: we will need assistance in writing the GSP Implementation Grant for 2023-2024, possibly drought related grant opportunities, other tasks that we may have to do to benefit the basin during the drought. The budget committee recommends we earmark
- Potential Technical Support Services Grant preparation
- The Operations Reserve has been capped at \$150,000, no additional budget funds for 2022-2023.
- Legal Defense Fund has been capped at \$150,000, no additional budget funds for 2022-2023.

**RECOMMENDATION:**

\*The Board may; a) adopt the fiscal year 2022/2023 budget as presented, b) adopt the fiscal year 2022/2023 budget with any recommended adjustments, or c) request that the Ad Hoc Committee meet and further refine the fiscal year 2022/2023 budget and bring it back to the Board for approval at a future meeting.

**Attachment:**

April 26, 2022 CGA Budget Ad Hoc Projected Budget Activities through end of fiscal year.  
CGA Budget Ad Hoc recommended 2022-2023 Budget

April 26, 2022 CGA Budget Committee

Agenda Item ; Attachment. Projected 2021/2022 Budget Activities through end of fiscal year

**ASSETS**

3.31.22	\$	705,482.00	Current Bank Balance (Money Market + Savings + Checking)
	\$	(150,000.00)	Gen'l Contingency
	\$	(150,000.00)	Legal Defense Contingency
	\$	<b>405,482.00</b>	<b>BALANCE minus Contingencies</b>

**PROJECTED INCOME THROUGH FY 2022**

4.28.22	\$	176,408.12	Grant Reimbursement Invoice 13 (submitted 2/28/22)
5.15.22	\$	170,000.00	Anticipated Operations Fee Collections

**\$ 346,408.12 Projected income April - June/July, 2022**

**PROJECTED EXPENSES April-June/July, 2022**

6.15.22	\$	(99,469.30)	Balance of Estimated Grant Expense invoice 13 (Oct-Dec 2021)
	\$	(1,500.00)	Financial Services (April-June) -YTD \$3000
	\$	(24,000.00)	Legal Services (Mar - June, 2022) - Current \$13,323
	\$	-	Program Manager (Feb - June 2022) - Current \$42536
	\$	(5,000.00)	Operations Fee - County Collections Charge
	\$	500.00	Outreach estimate

**\$ (129,469.30) Projected expenses March - June/July, 2022**

**\$ 922,420.82** 6.30.2022 Bank Balance: Assets + Projected Income - Projected Expenses (includes contingencies)

\$ (150,000.00) General Contingency

\$ (150,000.00) Legal Defense Fund Contingency

**\$ 622,420.82 6.30.2022 Estimated balance minus contingencies**

**Grant Funding**

Projected Income 2022-23

7.28.22	\$	242,525.00	Estimated Grant Reimbursement invoice 14 (Jan-March 2022)
10.1.22	\$	90,000.00	Estimated Grant Reimbursement invoice 15( April-June 2022)
2.1.23	\$	199,000.00	Reimbursement of Prop 1/68 retention

Projected Expense 2022-23

8.15.22	\$	269,473.00	Estimated Grant Expense invoice 14 (Jan-Mar 2022)
10.15.22	\$	100,000.00	Estimated Grant Expense invoice 15 (Apr-June 2022)

# 2022-2023 BUDGET WORKSHEET T3.22.2022

2021/2022 Draft Budget      2021/2022 YTD Actuals      2021/2022 Est year end      2022/2023 Draft Budget

Bank Accounts (Sav, Ckg, MM)	Asset	\$ 494,243.00	\$ 405,482.00	\$669,482.00	\$379,982.00
Contingency Fund (established 2020)		\$ 100,000.00	\$ 150,000.00	\$150,000.00	\$150,000.00
Legal Defense Fund (established 2020)		\$ 100,000.00	\$ 150,000.00	\$150,000.00	\$150,000.00
<b>TOTAL ASSETS</b>		<b>\$ 694,243.00</b>	<b>\$ 705,482.00</b>	<b>\$969,482.00</b>	<b>\$679,982.00</b>
<b>Grant Funding</b>					
GSP development (Prop. 1 funded)	Income	\$ 788,400.00	\$ 192,597.00	\$192,597.00	\$51,948.00
GSP development (Prop. 68 funded)	Income	\$ -	\$ 407,670.00	\$457,648.00	\$190,177.00
GSP 10% retention GGA Share	Income	\$ -	\$ 38,008.00		\$199,000.00
<b>Assessments</b>					
Proposition 218 Landowner Fee	Income	\$ 390,432.00	\$ 171,679.00	\$390,432.00	\$390,432.00
Proposition 218 Fee Agreements	Income	\$ 6,812.00	\$ 6,812.00	\$6,812.00	\$6,812.00
Volumetric Fee	Income	\$ -			
Well Head Fee	Income	\$ -			
Direct Public Contributions	Income	\$ -			
<b>Investments</b>					
Interest - Money Market	Income	\$ 80.00	\$ 17.00		
Interest - Savings	Income	\$ 25.00	\$ 7.00		
Interest - County	Income	\$ -	\$ 22.00		
<b>TOTAL INCOME</b>		<b>\$ 1,185,749.00</b>	<b>\$ 816,812.00</b>	<b>\$1,047,489.00</b>	<b>\$838,369.00</b>
<b>General Operations Reserve</b>					
General Operations Reserve	Expense	\$ (50,000.00)	\$ (50,000.00)	(\$50,000.00)	
Legal Defense Reserve			\$ (50,000.00)	(\$77,000.00)	\$0.00
<b>Office Expense</b>					
JPA Insurance	Expense	\$ (1,800.00)	\$ (1,752.00)		(\$2,000.00)
Outreach (Mailings/copying/printing)	Expense	\$ (5,000.00)	\$ (90.00)		(\$5,000.00)
Website			\$ (246.00)		(\$500.00)
Supplies			\$ -		(\$500.00)
<b>Professional Services - Admin</b>					
Auditor	Expense	\$ (6,500.00)	\$ (7,000.00)	(\$7,000.00)	(\$7,500.00)
Financial Services	Expense	\$ (5,000.00)	\$ (3,140.00)	(\$5,000.00)	(\$5,000.00)
Legal Services	Expense	\$ (100,000.00)	\$ (13,323.00)	(\$30,000.00)	(\$100,000.00)
Program Manager	Expense	\$ (125,000.00)	\$ (42,536.00)	(\$42,536.00)	(\$175,000.00)
Prop 218 annual parcel update	Expense		\$ (2,153.00)		(\$3,500.00)
<b>Professional Services - Projects</b>					
GSP development (Prop. 1 funded)	Expense	\$ (876,000.00)		\$0.00	(\$99,469.00)
GSP development (Prop. 68 funded)	Expense	\$ -	\$ (393,457.00)	(\$519,448.00)	(\$369,473.00)
GSP development (non-grant)	Expense	\$ -			
GSP - Grant Application	Expense	\$ (20,000.00)			(\$20,000.00)
GSP Annual Report	Expense	\$ (50,000.00)			(\$45,000.00)
GSP Technical Assistance	Expense				
GSP Implementation Fund	Expense	\$ (150,000.00)		\$0.00	
GSP projects	Expense				(\$150,000.00)
Proposition 218 Collections Fee to County	Expense	\$ (10,000.00)		(\$10,000.00)	(\$10,000.00)
Special Projects - Funding Mech.	Expense	\$ -			(\$40,000.00)
	Expense	\$ -			
	Expense	\$ -			
<b>TOTAL EXPENSES</b>		<b>\$ (1,399,300.00)</b>	<b>\$ (563,697.00)</b>	<b>(\$740,984.00)</b>	<b>(\$1,032,942.00)</b>
<b>TOTAL INCOME MINUS EXPENSES</b>		<b>\$ (213,551.00)</b>	<b>\$ 253,115.00</b>	<b>\$306,505.00</b>	<b>(\$194,573.00)</b>
<b>TOTAL FUNDS AT END OF YEAR</b>		<b>\$ 480,692.00</b>	<b>\$ 958,597.00</b>	<b>\$1,275,987.00</b>	<b>\$485,409.00</b>

**AGENDA ITEM 6: PROGRAM MANAGER RFP UPDATE**

The RFP for Program Manager was approved by Counsel and released on March 25, 2022. Proposals are due April 25, 2022. Staff will provide update on solicitation.

**AGENDA ITEM 7: REVIEW AND POSSIBLE ACTION ON ENTERING INTO A TASK ORDER AGREEMENT WITH DAVIDS ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES**

**ACTION ITEM**

\*As the CGA moves forward after GSP development, it is anticipated that there will be need for technical assistance. Davids Engineering has the experience, knowledge of our GSP, familiarity of our staff and board members, and necessary staff to assist the CGA. Additionally, as the Grant is wrapping up, there is currently a need for “on-call” assistance from Davids Engineering as we navigate the additional responsibilities, particularly those associated with the drought. Task #1 in the amount of \$10,000 is recommended to enable staff to utilize Davids Engineering for various requests such as updating the Hydrographs with March 2022 levels, making themselves available for technical assistance, and other assignments. Costs will be managed by Program Manager.

RECOMMENDATION: It is recommended that the CGA Board approve the following:

1. \*Task Order Agreement for Professional Engineering Services. Task proposals will be prepared as requested.
2. \*Task #1 in the amount of \$10,000 for general on-call services and miscellaneous technical support

# Task Order Agreement for Professional Engineering Services

---

**To:** <Contact name>  
<Contact title>  
<Client Name>

**From:** <Person>  
Davids Engineering, Inc.

**Date:** <Date>

**Project name:** <Project Name>

**Project #:** <ClientNumber.ProjectNumber>

---

## 1 Scope of Services

The services to be performed by Davids Engineering, Inc. (CONSULTANT) for (CLIENT) under this AGREEMENT are described by written task orders made pursuant to and referencing this AGREEMENT. A sample task order form is shown in Attachment A, but other forms may be used as mutually agreed between CONSULTANT and CLIENT.

## 2 Compensation

CLIENT will compensate CONSULTANT on the basis of labor plus direct expenses. Compensation will not exceed the estimated budgets specified by task orders without prior written authorization by CLIENT. CONSULTANT labor will be charged according to the hourly rates listed in Attachment B. Direct expenses will be billed without markup. Vehicle and equipment usage will be charged at the rates indicated in Attachment C.

## 3 Other Terms

Services covered by this AGREEMENT will be performed in accordance with the PROVISIONS and any attachments or schedules, incorporated herein by reference. This AGREEMENT is binding, represents the entire agreement of CLIENT and CONSULTANT concerning the subject matter hereof, and supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

## 4 Task Order Agreement Signatures

### Approved for CLIENT

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Accepted for Davids Engineering, Inc.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 5 Provisions

### 1. Authorization to Proceed

Authorization for CONSULTANT to proceed with the work described in subsequent written task orders will be concurrent with the execution of said task orders as described in this AGREEMENT.

### 2. Labor Rates

CONSULTANT's Labor Rates are those hourly rates charged for work performed on the PROJECT by CONSULTANT's employees of the indicated labor classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses.

### 3. Direct Expenses

CONSULTANT's direct expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, sub-contractors and outside services; special CLIENT-approved PROJECT-specific insurance, letters of credit, bonds, and equipment and supplies; (2) CONSULTANT's current standard rate charges for direct use of CONSULTANT's vehicles, computing systems, printing and reproduction services.

### 4. Cost Opinions

Any cost opinions or PROJECT economic evaluations provided by CONSULTANT will be on a basis of experience and judgment, but, since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids, ultimate construction cost, or PROJECT economics will not vary from these opinions.

### 5. Standard of Care

The standard of care applicable to CONSULTANT services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CONSULTANT's services are performed.

### 6. Insurance

During the term of this AGREEMENT, CONSULTANT shall maintain worker's compensation and employer's liability insurance as required by California law and comprehensive automobile insurance and general liability insurance that provide protection for claims which may arise out of CONSULTANT's performance under this AGREEMENT. The amount of such comprehensive automobile and general liability insurance coverages shall be not less than a single limit coverage applying to bodily and personal injury liability and property damage of \$1,000,000 each occurrence and \$2,000,000 annual aggregate. CONSULTANT will maintain professional errors and omissions insurance of \$1,000,000 each occurrence and \$1,000,000 annual aggregate during the term of this AGREEMENT.

### 7. Termination

This AGREEMENT may be terminated by CLIENT for convenience on 30 days' written notice. CONSULTANT may terminate this AGREEMENT only upon the breach of same by CLIENT. If either party defaults in the performance of this AGREEMENT or materially breaches any of its PROVISIONS, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party, or five business days after mailing of notice, whichever occurs first. For purposes of

this PROVISION, material breach of the AGREEMENT includes, but is not limited to: CLIENT's failure to pay CONSULTANT any compensation due as provided for in PROVISION 8; or CLIENT's or CONSULTANT's material breach of any representation or agreement contained in this AGREEMENT. On termination, CONSULTANT will immediately cease performing any further services under this AGREEMENT, and will be paid for all work performed up to the termination date plus termination expenses such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If no notice of termination is given, relationships and obligations created by this AGREEMENT will be terminated upon completion of all applicable requirements of this AGREEMENT.

#### **8. Payment to CONSULTANT**

Monthly invoices will be issued by CONSULTANT for all work performed under this AGREEMENT. Invoices are due and payable on receipt. Interest at a rate of 1 percent per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 45 days after date of invoice. Payments will first be credited to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in contesting any bill or portion thereof.

#### **9. Indemnity**

CONSULTANT shall indemnify (but not defend) CLIENT and its directors, officers, agents, and employees for and against liability or loss, including litigation costs and expenses and attorney fees, to the extent caused by the negligence or willful misconduct of CONSULTANT, or its agents, employees, or subcontractors, or of other persons for whom CONSULTANT is legally responsible, in connection with this AGREEMENT or the prosecution of work under it, except for liability or loss arising from CLIENT's willful misconduct or negligence. Indemnity shall extend to liability or loss occurring after completion of the work, as well as during the work's progress. CONSULTANT specifically agrees that this indemnification agreement includes indemnity for any claims, damages or liability for injuries (including death) incurred or sustained by CONSULTANT's own employees.

CLIENT shall indemnify CONSULTANT and its directors, officers, agents, and employees for and against liability or loss, including litigation costs and expenses and attorney fees, to the extent caused by the negligence or willful misconduct of CLIENT, or its agents, employees, or subcontractors, or of other persons for whom CLIENT is legally responsible, in connection with this AGREEMENT or the prosecution of work under it, except for liability or loss arising from CONSULTANT's willful misconduct or negligence. Indemnity shall extend to liability or loss occurring after completion of the work, as well as during the

work's progress. CLIENT specifically agrees that this indemnification agreement includes indemnity for any claims, damages or liability for injuries (including death) incurred or sustained by CLIENT's own employees.

#### **10. Relationship of the Parties**

It is mutually understood and expressly agreed that the obligations under this AGREEMENT are of an independent contractor, and not as an employee of CLIENT. Accordingly, CONSULTANT will not be eligible for any of CLIENT's employee benefits, and CLIENT will have no duty to make any deduction or withholding from the consulting fees or reimbursements.

#### **11. No Third Party Beneficiaries**

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT and has no third party beneficiaries. CONSULTANT's services are defined solely by the AGREEMENT, and not by any other contract or AGREEMENT that may be associated with the Project.

#### **12. Assignments**

This is a bilateral personal services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

#### **13. Force Majeure**

Neither CONSULTANT nor CLIENT shall be liable to the other for damages or delay in performing under this AGREEMENT, or for the direct or indirect costs resulting from such delay, arising out of labor strikes, riot, public disturbances, war, fire, accidents, extraordinary weather conditions or natural catastrophes, or any other cause beyond the control of either party.

#### **14. AGREEMENT Not Exclusive**

This AGREEMENT is understood and agreed not to be exclusive as both CLIENT and CONSULTANT reserve the right to enter into arrangements for consulting services with others.

#### **15. Limitation of Liability/Waiver of Consequential Damages**

To the maximum extent permitted by law, CONSULTANT's liability to CLIENT and all other consultants, contractors and subcontractors on the PROJECT arising from CONSULTANT's negligent acts, errors and omissions or breach of this AGREEMENT shall be limited, such that the total aggregate liability of CONSULTANT to all those named shall not exceed CONSULTANT's total compensation received from CLIENT for the services rendered under this AGREEMENT. CLIENT agrees that in no instance shall CONSULTANT be responsible, in whole or in part, for the negligent errors or



omissions of any other party, including other consultants or contractors. This limitation shall apply regardless of the cause of action or legal theory asserted. CLIENT and CONSULTANT waive punitive and consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT, including, without limitation, rental expenses, indirect loss or damage of any kind, losses of use, income, profit, financing, business and reputation, and additional financing costs.

#### **16. Rights in Result of Services**

The results or products of CONSULTANT's services under this AGREEMENT shall be, upon full payment of the amounts owed to CONSULTANT hereunder, the property of CLIENT, including all documents (including without limitation, all writings, drawings, blueprints, pictures, recordings, computer or machine readable data, and all copies or reproductions thereof) which describe or relate to the services performed or to be performed pursuant to this AGREEMENT or the results thereof, and shall be delivered to CLIENT upon request, except for one copy, which may be retained by CONSULTANT for CONSULTANT's files. CLIENT shall defend, indemnify and hold harmless CONSULTANT from and against any claims, liabilities or losses, including litigation costs and expenses and attorneys' fees, arising out of the use of the results or products of CONSULTANT's services other than on the PROJECT.

#### **17. CONSULTANT'S Qualifications**

CONSULTANT is experienced and qualified to perform the Services and is authorized to do business in the State of California. CONSULTANT has, and shall maintain at all times it is performing the Services, sufficient facilities, expertise, staff, assets and other resources to perform its duties under this AGREEMENT. CONSULTANT holds, and shall maintain at all times it is performing the Services, all licenses, permits or other certifications necessary to perform its duties under this AGREEMENT. CONSULTANT is in compliance with and shall continue to comply with all laws that apply to it, subject to the right of reasonable contest. CONSULTANT is a corporation, duly organized, validly existing and in good standing under the laws of the State of California, and has the full right, power and authority to enter into this AGREEMENT and to perform all of the obligations and liabilities of CONSULTANT required to be performed hereunder.

#### **18. Hazardous Materials**

CONSULTANT shall have no duty to identify, discover, handle, remove or remediate any hazardous materials or

toxic substances ("Hazardous Materials") in any form. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from and against any claim, defense costs, damages or liability which in any way arises out of the presence, alleged presence of, or alleged exposure to Hazardous Materials.

#### **19. Sole Corporate Remedy**

It is intended by the parties to this AGREEMENT that CONSULTANT's services in connection with the PROJECT shall not subject CONSULTANT's individual employees, officers, directors or principals to any personal legal exposure for the risks associated with this PROJECT. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Davids Engineering, Inc, a California corporation, and not against any of CONSULTANT's employees, officers, directors, or principals.

#### **20. Notices**

Any notices required to be given under this AGREEMENT by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing on the first page of this AGREEMENT, but either party may change the address by giving written notice in accordance with this PROVISION. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

#### **21. Governing Law/Venue**

This AGREEMENT will be governed by and construed in accordance with the laws of the State of California. Venue for any dispute shall be in the county where the PROJECT is located.

#### **22. SEVERABILITY**

If any provision of this AGREEMENT is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this AGREEMENT is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

# Attachment A

## Sample Task Order for Professional Engineering Services

---

**To:** <Contact name>  
<Contact title>  
<Client name>

**From:** <Name>  
Davids Engineering, Inc.

**Date:** <Date>

**Project name:** <Project name>

**Project #:** <ClientNumber.ProjectNumber>

**Task name:** <Task name>

**Task order #:** <Task order number>

---

### 1 Scope of Services

CONSULTANT will provide ongoing support to CLIENT as it relates to groundwater management, surface water management, infrastructure modernization, system efficiency studies, and other items as directed by the CLIENT. Specific tasks will be determined and agreed upon through ongoing coordination between CONSULTANT and CLIENT.

### 2 Budget

The estimated budget to perform the services associated with this Task Order will not exceed \$XX,XXX without prior written approval from CLIENT.

### 3 Schedule

To be determined and agreed upon through coordination between CONSULTANT and CLIENT.

## 4 Task Order Signatures

### Approved for CLIENT

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Accepted for Davids Engineering, Inc.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Attachment B

## Labor Rate Schedule

### 2022 Rate Schedule

Labor Rates (Effective January 1, 2022)

Labor Classification	Hourly Rate <sup>1</sup>	Labor Classification	Hourly Rate <sup>1</sup>
<b>Engineering Team</b>		<b>Technical Team</b>	
Senior Principal Engineer	\$246	Supervising Technician	\$163
Principal Engineer	\$233	Senior Technician	\$150
Supervising Engineer	\$213	Associate Technician II	\$142
Senior Engineer	\$195	Associate Technician I	\$134
Associate Engineer II	\$186	Staff Technician II	\$126
Associate Engineer I	\$175	Staff Technician I	\$116
Staff Engineer II	\$164	Assistant Technician II	\$99
Staff Engineer I	\$151	Assistant Technician I	\$85
Assistant Engineer II	\$129	<b>Intern Team</b>	
Assistant Engineer I	\$111	Intern II	\$72
<b>Data Science Team</b>		Intern I	\$50
Supervising Data Scientist	\$192	Client Intern <sup>3</sup>	\$28
Senior Data Scientist	\$176	<b>Support Team</b>	
Associate Data Scientist II	\$167	Senior Project Assistant	\$105
Associate Data Scientist I	\$158	Associate Project Assistant	\$94
Staff Data Scientist II	\$148	Staff Project Assistant	\$81
Staff Data Scientist I	\$136	<b>Other</b>	
Assistant Scientist II	\$116	Expert Witness	Market Rate <sup>2</sup>
Assistant Scientist I	\$100	Strategic Advisor	Market Rate <sup>2</sup>

**Notes:**

<sup>1</sup> Labor and equipment rates are subject to revision at the beginning of each calendar year.

<sup>2</sup> Market rates subject to negotiation.

<sup>3</sup> DE team member working under direct client supervision.

# Attachment C

## Equipment Rate Schedule

### Vehicle, Equipment, and Material Rates (Effective January 1, 2022)

Item	Rate <sup>1</sup>
Current IRS Mileage (\$ / mile)	\$0.56
Field Vehicle (4 x 4) (\$ / mile)	\$1.00
Meals (\$ / person / day)	\$40.00
Hotel (\$ / person / day)	\$120.00
SonTek RiverSurveyor Acoustic Doppler Current Profiler (ADCP) (\$ / day)	\$285.00
EMLID Real Time Kinematic (RTK) Survey (\$ / day)	\$175.00
Fuji Portaflow Transit Time (\$ / day)	\$75.00
SonTek FlowTracker Acoustic Doppler Velocimeter (ADV) (\$ / day)	\$100.00
Pressure Transducer (\$ / month)	\$75.00
Color Plotter (\$ / square foot)	\$7.00
Monitoring and control equipment and materials (\$ / item)	Unit Costs

**Notes:**

<sup>1</sup> Labor and equipment rates are subject to revision at the beginning of each calendar year.

**AGENDA ITEM 8: OUTREACH AD HOC REGARDING GOVERNOR NEWSOM EXECUTIVE ORDER N-7-22**

**ACTION ITEMS**

Agenda Item 8.a. Receive information on Governor Newsom Executive Order N-7\_22

On March 28, 2022, Governor Newsom signed Executive Order N-7-22. (Order attached) The Order, aimed at mitigating the effects of ongoing drought, requires communities to take immediate action on several fronts.

Specifically, paragraph 9 of the Order directs that a public agency shall not:

- a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or
- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

**\*Agenda Item 8.b.:** The Outreach Ad Hoc committee met on April 14, 2022 and April 20, 2022 to discuss the CGA role in paragraph #9. Grant Davids from Davids Engineering joined the conversation on April 20, 2022, as did Greg Plucker from Colusa County Community Development. The Ad Hoc is investigating the feasibility of developing an appropriate decision making tool for aiding the County in its permitting process, and asked Davids Engineering to develop a proposal to enhance CGA guidance for well-permitting. Davids Engineering's proposal is attached. The Board will discuss and consider this proposal.

**RECOMMENDATION:**

\* The Board may a) approve the scope, Task not to exceed \$39,000. b) limit/revise the scope, and dollars or c) decide not to proceed with this proposal.

EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

**WHEREAS** on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

**WHEREAS** climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

**WHEREAS** the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

**WHEREAS** since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

**WHEREAS** the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

**WHEREAS** the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

**WHEREAS** the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

**WHEREAS** delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

**WHEREAS** groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

**WHEREAS** coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

**WHEREAS** the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

**WHEREAS** the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

**WHEREAS** to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at [SaveOurWater.com](http://SaveOurWater.com) provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
  - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water



supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining "non-functional turf" (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
  - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

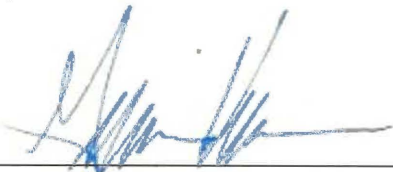
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

**IT IS FURTHER ORDERED** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.



GAVIN NEWSOM  
Governor of California

**ATTEST:**

\_\_\_\_\_  
SHIRLEY N. WEBER, PH.D.  
Secretary of State

Colusa Groundwater Authority Board of Directors Meeting

April 26, 2022 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

**\*Agenda Item 8.c:** Review and consider approval of Consistency Determination Form for CGA compliance with Executive Order N-7-22

CGA Counsel, Alan Doud of Young Wooldridge has proposed the attached Consistency Determination Form for CGA use to provide an acknowledgement, which if executed by a well applicant, would allow the CGA to conclude that the well permit would not be inconsistent with the Colusa Subbasin Groundwater Sustainability Plan (GSP).

Attachment: Colusa Groundwater Authority Compliance with Executive Order N-7-22

COLUSA GROUNDWATER AUTHORITY COMPLIANCE WITH EXECUTIVE ORDER N-7-22

Pursuant to Executive Order N-7-22, the Colusa Groundwater Authority, one of the Groundwater Sustainability Agencies (a "GSA") implementing the Sustainable Groundwater Management Act (SGMA) within the Colusa Basin, provides the following acknowledgment, which if executed by a well applicant, would allow the GSA to conclude that the well permit would not be inconsistent with the Colusa Subbasin Groundwater Sustainability Plan (GSP).

ACKNOWLEDGMENT

\_\_\_\_\_ I acknowledge that SGMA requires that a groundwater sustainability agency manage groundwater in the Colusa Basin and that the GSA is the agency with groundwater management authority over the land subject to Application # xxx.

\_\_\_\_\_ I acknowledge that the GSA has the authority to limit extractions within its jurisdiction, including extractions from any well permitted pursuant to Application #XXXX.

\_\_\_\_\_ I acknowledge that a well permit issued by the County does not guarantee the extraction of any specific amount of water now or in the future.

\_\_\_\_\_ I acknowledge that the GSA's finding that the well permit would not be inconsistent with the existing groundwater management plan does not guarantee the extraction of any specific amount of water now or in the future.

\_\_\_\_\_ I acknowledge that the GSP includes specific groundwater requirements through minimum thresholds and measurable objectives and agree that my groundwater use will comply with these requirements.

\_\_\_\_\_ I acknowledge the GSA makes no guarantees, representations or warranties regarding the maintenance of any defined water level or level of water quality in the Colusa subbasin.

\_\_\_ I acknowledge the GSA is not responsible to compensate me for, or is otherwise liable to me for, any costs, investments or payments related to any groundwater well permitted pursuant to Application #xxxx, including pumping fees, extraction limits, costs related to well failure, well deepening, increased maintenance, replacement, or operational costs.

\_\_\_ I agree to hold the GSA harmless and indemnify the GSA for any liability arising from or related to this Acknowledgement or the County issuing a well permit in response to Application #xxx.

By acknowledging and initialing the above provisions, [WELL APPLICANT] agrees the above ACKNOWLEDGMENT will be incorporated into the terms and conditions of any well permit issued pursuant to Application #xxxx.

\_\_\_\_\_  
Name of WELL APPLICANT Date

\_\_\_\_\_  
Application #

**AGENDA ITEM 9: COLUSA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN (GSP) DEVELOPMENT**

**AGENDA ITEM 9.a: General GSP Updates**

Staff has been working with the Consultant Team to amend the Colusa Subbasin GSP Development Project agreement.

The Consultant Team provided a GSP Development Status Update- March 2022 Memo (attached) highlighting work on GSP document preparation and adoption, public outreach, funding and financing planning, Well Monitoring Pilot Program, hydrogeologic investigation, additional subsidence benchmarks, data management system, and Annual Report tasks.

The Colusa Subbasin GSP was submitted to DWR on January 28, 2022. DWR posted the GSP on February 7, 2022 which initiated a 75-day comment period. The comment period closes April 23, 2022. One comment has been received from California Department of Fish and Wildlife on April 8, 2022. The GSP and related comment can be found on the SGMA portal at:

<https://sgma.water.ca.gov/portal/gsp/preview/92>

The Annual Report was submitted to DWR on April 1, 2022. No comments have been received. The report can be found on the SGMA portal at: <https://sgma.water.ca.gov/portal/gspar/preview/135>

Staff continues to coordinate with the Consultant Team and CGA representative on remaining tasks, for instance the Data Management System, Well Monitoring Pilot Program, the hydrogeologic investigations task, and subsidence benchmarks.

The Well Monitoring Pilot Program expansion continues to make progress, as discussed in the Consultant Team memo. 13 applications were received within the solicitation period. One application was withdrawn leaving 12 applicants. Two sites are located within the GGA area and ten sites are in the CGA area. Following site selection, applicants will be notified, agreements will be executed, and site visits and installation of equipment will begin. The equipment installation and set-up must be complete by June 30, 2022.

**Attachments**

- Davids Engineering GSP Development Status Update Memo- March 2022 (April 5, 2022)

**AGENDA ITEM 9.b: Well Monitoring Pilot Program Round 2 Site Selection**

**ACTION ITEM**

The WMPP funding will include filling shortages in the current program and to expand the number of well monitoring locations. This phase will also address two initially selected wells in the GGA portion of the basin that do not yet have signed agreements. If agreements cannot be executed, new wells will be selected to take the place of these two wells. A map was produced at the request of the CGA to show locations of the current monitoring locations (attached).

**Recommendation:** \*Staff recommends approving the site selection list included in the attachment and authorizing the Chairman to execute the agreements for the wells within the CGA area.

**ATTACHMENTS:** WWMP Round 2 Participant list, Well location Map, WWMP Agreement



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*Specialists in Agricultural Water Management  
Serving Stewards of Western Water since 1993*

## **Memorandum**

**To:** Colusa Groundwater Authority, Glenn Groundwater Authority  
**From:** Davids Engineering  
**Date:** April 5, 2022  
**Subject:** **GSP Development Status Update—March 2022**

This memorandum provides a summary of activities related to the Groundwater Sustainability Plan (GSP) Development Project for the Colusa Subbasin during the month of March 2022. In addition to activities occurring in March, related past and upcoming activities are discussed.

### **GSP Document Preparation and Adoption**

There have been no updates to the Colusa Subbasin GSP since it was adopted in December 2021 and submitted to DWR in January 2022.

### **Public Outreach**

In late February and early March, GSA staff and the Consultant Team distributed promotional materials advertising the second round solicitation for the Well Monitoring Pilot Program (described below). Information on recent groundwater conditions from the first GSP Annual Report (described below) was also presented and discussed during GGA and CGA Board meetings and the CGA and GGA Joint Technical Advisory Committee (TAC) meeting in March 2022 that were open to and attended by members of the public.

### **Funding and Financing Planning**

In March, the Consultant Team continued work to develop a presentation for the CGA and GGA Boards to prompt discussion of funding and financing planning for GSP implementation. The goal of the presentation was to provide an overview of GSP costs, the finance plan development process, and various options and examples that the GSAs may consider for assigning costs. The presentation was given at a Joint Board meeting on March 10, 2022.

### **Well Monitoring Pilot Program**

In March, the Consultant Team and GSA staff continued planning an expansion of the Well Monitoring Pilot Program (WMPP). New applicants and new sites were solicited by email and social media between February 24 and March 10. A total of 13 applications were received. The Consultant Team and GSA staff have initiated the process of selecting sites to enroll in the program, reviewing participant agreements, and procuring equipment to be installed at new sites. The WMPP expansion is being funded through an amendment to the grant that has supported other GSP development work. Participants will be enrolled in the program and monitoring equipment will be installed prior to the conclusion of the grant period.



## **Hydrogeologic Investigation**

In March, the Consultant Team, in consultation with GSA staff, continued work on a strategic planning document that will guide implementation of many technical studies and planning efforts identified in the GSP that would fill data gaps and support future refinements of the GSP. This strategic planning document, referred to as the Hydrogeologic Investigation, will provide background information on the data gaps identified in the GSP, and then identify specific measurable actions that can be completed to improve monitoring and address those data gaps. The Hydrogeologic Investigation will be organized to facilitate future grant applications to potentially fund those efforts. Development of the Hydrogeologic Investigation is being funded through the same grant that has supported other GSP development work. The Hydrogeologic Investigation will be completed prior to the conclusion of the grant period.

## **Additional Subsidence Benchmarks**

In an effort to address subsidence-related data gaps in the Colusa Subbasin, grant funding has been allocated to install additional land subsidence benchmarks in the Colusa Subbasin. In March, the Consultant Team, in consultation with GSA staff, continued work to identify new sites and began planning to procure and install the new benchmarks. Planning and prioritization of new sites is coinciding with completion of the Hydrogeologic Investigation (described above), and is expected to focus on areas near critical infrastructure and where recent subsidence rates have increased most significantly, including the Arbuckle-College City area in Colusa County and the Orland-Artois area in Glenn County. Input from the GSAs, DWR, Colusa Subbasin stakeholders, and members of the public are also being considered. Installation of the new subsidence benchmarks is anticipated to occur prior to the conclusion of the grant period.

## **Data Management System**

In March, the Consultant Team and GSA staff continued discussions of the draft task outline for the recommended DMS work and discussed synergies with the Annual Report work. The Consultant Team and GSA staff have begun discussions of an upcoming workshop and demonstration of the existing DMS platform with GSA staff. To help guide future migration to a final DMS, a report discussing different platform options, considerations, costs, and benefits will also be developed prior to the conclusion of the grant period.

## **Annual Report**

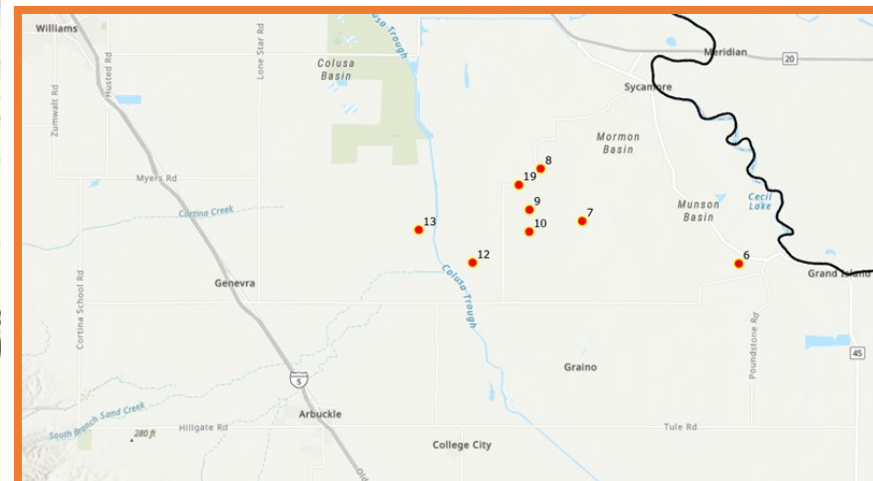
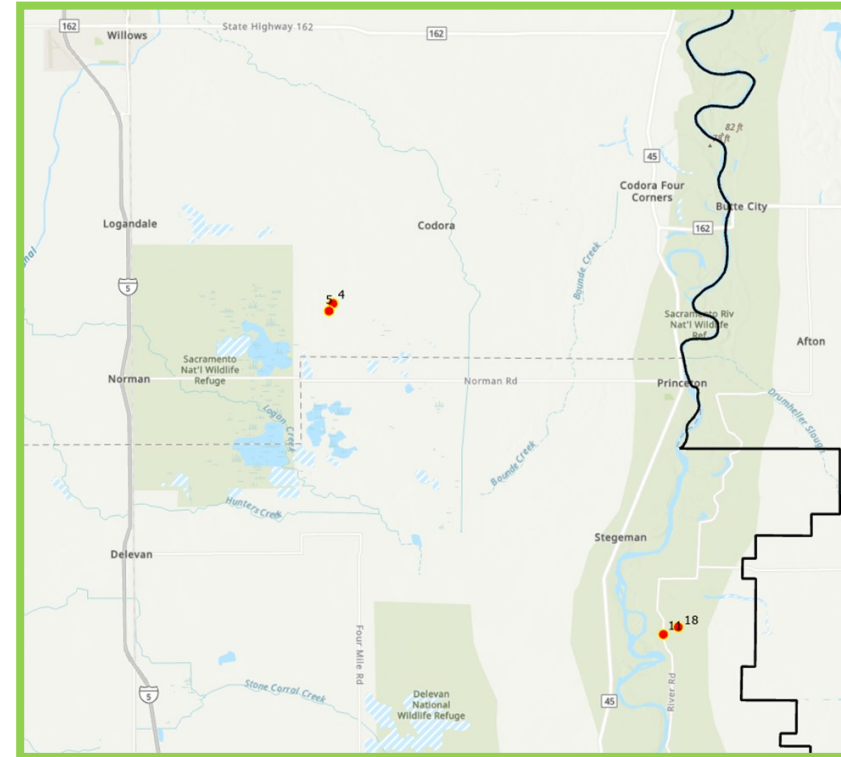
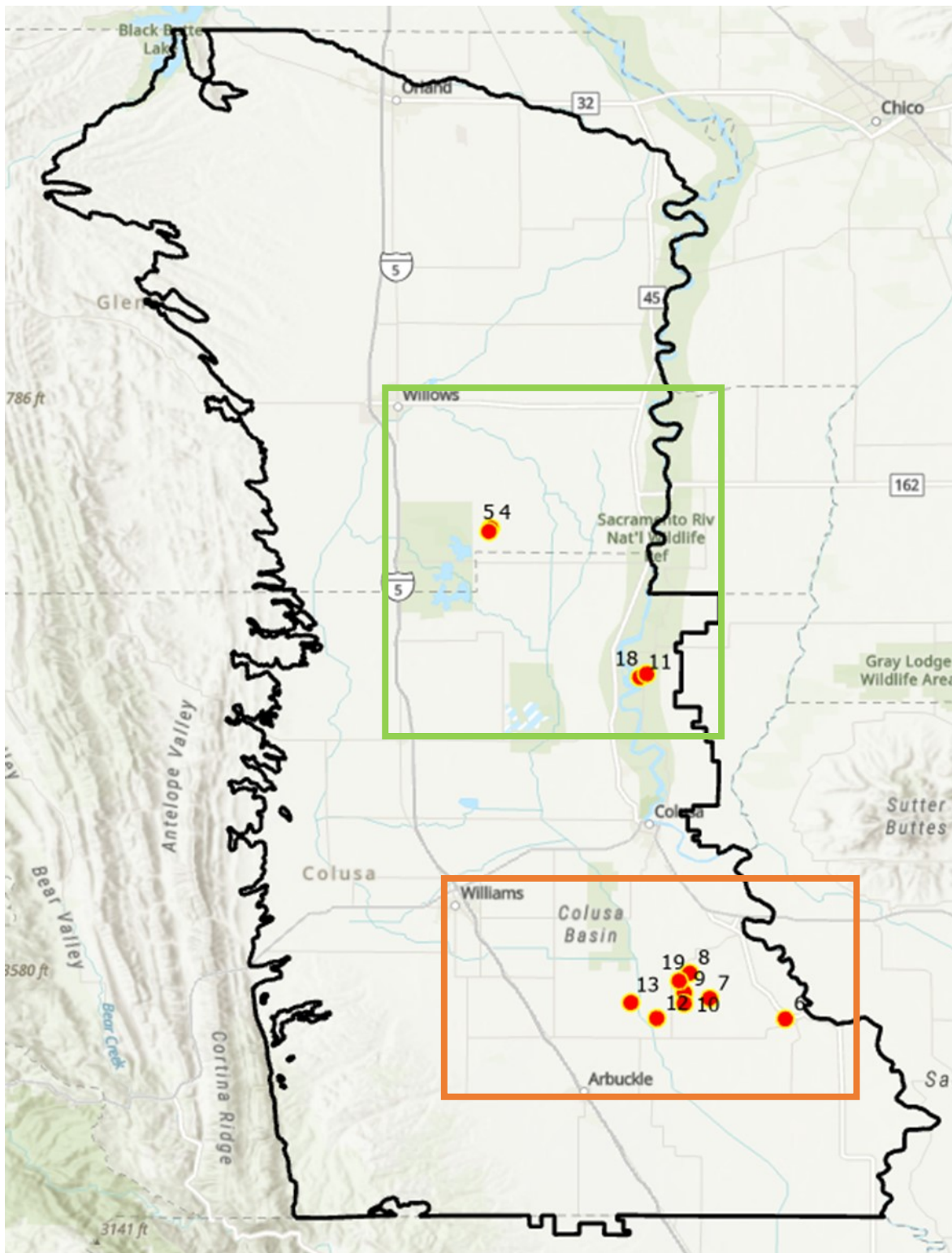
Work on the Colusa Subbasin GSP first Annual Report continued in March 2022. The Consultant Team completed analyses of water supply, water use, and groundwater conditions in the Colusa Subbasin between the end of the GSP historical water budget period (2015) and the previous water year (2021). The Consultant Team also prepared a complete draft version of the Annual Report, including a summary of these analyses, updates on groundwater monitoring, and updates on projects, management actions, and other GSP implementation activities since GSP development. The draft Annual Report was distributed to the GSA Boards for review on March 22. A summary of the draft Annual Report was also presented at a Joint TAC meeting on March 11, a GGA Board meeting on March 16, and a CGA Board meeting on March 22. All comments received on the Annual Report were added to a comment log and were reviewed by the Consultant Team, in consultation with GSA staff. The Consultant Team prepared the final Annual Report with consideration of the comments received in late March. The Annual Report will be submitted to DWR by the April 1, 2022, deadline.

## Well Monitoring Pilot Program Round 2 Site Selection Recommendation

<b>Map Reference Number</b>	<b>Participant Name:</b>	<b>County</b>	<b>Contact Name</b>	<b>Acreage Served by the Well</b>
4	Borderline Farms LLC	Glenn	Mike Landini	280*
5	Borderline Farms LLC	Glenn	Mike Landini	280*
6	Kent Manee	Colusa	Jim Wallace	150
7	Stoddard Ranches, Inc.	Colusa	Jim Wallace	320
8	William P and Margaret L Wallace 2003 Trust	Colusa	Bill Wallace	300
9	Darlene Belle Wallace Trust	Colusa	Jim Wallace	650
10	Wallace Childrens Partnership	Colusa	Jim Wallace	520
11	Double A Walnuts	Colusa	Alan Siegle	112
12	Michaelis Ranch LLC	Colusa	Fred Michaelis	472
13	Darlene Belle Wallace Trust	Colusa	Jim Wallace	200
18	Double A Walnuts	Colusa	Alan Siegle	116
19	Sachreiter Ranch, LLC	Colusa	John Hamill	180

\*The 2 Borderline Farms LLC wells serve the same 280 acres

# Well Monitoring Pilot Program Round 2 Applicants



## AGREEMENT FOR WELL MONITORING PROGRAM

This agreement ("Agreement") is made as of \_\_\_\_\_, by and between

\_\_\_\_\_ ("Cooperator"), having an address of

\_\_\_\_\_,  
and the Colusa Groundwater Authority Groundwater Sustainability Agency ("GSA"), having an address of 1213 Market Street, Colusa CA 95932 ~~100 Sunrise Blvd., Suite A, Colusa CA 95932~~.

### BACKGROUND

The GSA is implementing an incentive-based pilot program to work with growers and landowners to continuously monitor groundwater use and water levels at participating wells ("Well Monitoring Program"). This voluntary, non-regulatory program is intended to support the GSA in gathering information regarding groundwater use in the Colusa Subbasin while providing participants with near-real time access to information on well production and groundwater levels at their wells to support irrigation management. This program is being funded through a Proposition 68 Sustainable Groundwater Management grant (the "Grant Agreement") from the California Department of Water Resources (the "State"). Under the terms of this Agreement, the GSA will cover the primary costs of monitoring well production and groundwater levels, including the cost of a new or upgraded flow meter (as needed) and level sensor pressure transducer, a datalogger, a solar panel, and a cellular modem. The GSA will also cover 50% of the cost of a 3-year subscription to web and mobile access for the data gathered. The Cooperator will be responsible for equipment installation and maintenance, as well as 50% of the cost of a 3-year subscription for web and mobile data access (full payment at the beginning of the program) ~~the monthly cellular modem data costs~~. Program participation may be extended beyond three years, as mutually agreed by the Cooperator and the GSA.

### TERMS AND CONDITIONS

Cooperator and the GSA agree to the following terms and conditions:

#### 1. Term of Agreement

This Agreement will commence on the date last signed below (the "Commencement Date") and will expire on December 31, 2024 ~~3~~ (the "Expiration Date"). Upon such expiration, the parties will have no further rights or obligations under this Agreement, except as specifically provided in this Agreement.

#### 2. Well Monitoring Program Provision Requirements

- a. Site Preparation. The Cooperator will provide an access tube for the level sensor pressure transducer in the well casing, as needed, as well as an appropriate site for the flow meter and the solar panel.
- b. Equipment Specifications. The GSA agrees to provide the Cooperator with McCrometer or SeaMetrics flow meter, or other flow meter as approved by the GSA. The GSA agrees to provide the Cooperator with a datalogger, solar panel, and telemetry sourced by Ranch Systems.

- c. Equipment Installation. The Cooperator agrees to install the provided flow meter, level sensor pressure transducer, and telemetry equipment (including, but not limited to the data logger, solar panel, and cellular modem) and begin data collection within 30 days of receiving the equipment. If upgrades are being made to existing flow meters or sensors transducers, the Cooperator agrees to complete upgrades and commence data collection no later than 30 days after receiving the telemetry equipment. The Cooperator agrees to install all equipment in compliance with manufacturer specification.
- d. Cooperator Responsibilities – Equipment and Data. The Cooperator agrees to maintain the equipment in good, working order. In the event of a device failure, the Cooperator agrees to notify the GSA and manually report their pumping data. Pumping data must be reported as monthly volume from the flow meter totalizer. If the flow meter totalizer fails, pumping data must be reported as monthly hours of pumping. Manual data must be reported using the form in Exhibit A and submitted via email, mail, or fax to the GSA. The Cooperator is responsible for maintaining the data record until the GSA has confirmed that they have received the data automatically following any corrective actions required.
- e. Responsibilities – Telemetry. The GSA and the Cooperator agree to each pay 50% of the cost for a 3-year subscription for web and mobile access to Ranch Systems. Full payment is due at the beginning of the program ~~agrees to provide the cellular modem that will be integrated by Ranch Systems. The Cooperator agrees to pay the monthly cellular modem costs throughout the duration of the Agreement.~~

### 3. Access to Property, Duty of Care

Cooperator hereby irrevocably grants the GSA and its employees, funders, guests, invitees, subcontractors, agents and assigns permission to enter the Property to inspect wells, verify installation, and collect manual measurements as needed on the Property until the Expiration Date. The GSA or its representative will provide Cooperator with at least 24 hours' notice prior to entering the Property unless Cooperator agrees to a shorter notice period. Notice under this section may be provided verbally or in writing, including by text, email or fax.

During the term of this Agreement, Cooperator and the GSA agree that: (a) the GSA and its employees, funders, guests, invitees, subcontractors, agents and assigns will coordinate their activities with Cooperator in order not to unreasonably disturb ongoing maintenance operations and other farm activities on the Property or on Cooperator's adjacent property, if applicable; (b) Cooperator will comply with all federal, state, and local laws and regulations and any contractual obligations relating to the use of the Property; and (c) Cooperator will take, use, provide and make proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or the Property.

### 4. Payment Terms; Termination

If the terms of this Agreement have been met and there has been no material breach of this Agreement by Cooperator, the GSA fund the cost of purchasing or upgrading the flow meter (up to \$2,500) and level sensor pressure transducer (any limit?). The GSA will also fund the cost of the telemetry installation (including datalogger, solar panel, and cellular modem). The GSA and Cooperator will each pay 50% of and the cost of Ranch Systems web and mobile data access for three

years. No payments will be made by the GSA to the Cooperator. The GSA will not cover costs for labor for installation, repair, or data collection. If the Cooperator breaches in any material respect any of the terms of this Agreement, then the GSA may terminate this Agreement and, upon such termination, neither party will have any further obligation or liability to one another under this Agreement, except as provided in Sections 7, 8, 9 and 14.

#### 5. Force Majeure

The failure of either party to perform any obligation otherwise due solely as a result of (a) governmental action, laws, orders, regulations, directions or requests, or (b) as a result of events, such as war, acts of public enemies, strikes or other labor disturbances, fires, floods, acts of God or any causes of like kind beyond the reasonable control of such party (collectively referred to as "Force Majeure"), is excused for so long as such Force Majeure exists or until the parties agree to terminate this Agreement.

#### 6. Property Management and Notification of Changes in Operation, Lease or Ownership

During the term of this Agreement, Cooperator and Cooperator's representatives and assigns (including all subcontractors and lessees) will manage the Property in accordance with this Agreement and so as not to disturb the nature of this project.

Cooperator intends to maintain title or a valid leasehold interest in the Property for the duration of the Agreement and will promptly notify the GSA of any planned or pending changes in operation, lease or ownership of the Property.

No exercise of the rights granted herein will give rise to any claim of title to the Property on the part of the GSA or parties claiming through or under them. This Agreement and the rights granted herein may not be assigned, in whole or in part, by Cooperator without the written consent of the GSA.

#### 7. Cooperator's Representations and Warranties

Cooperator represents and warrants that: (a) it has the power and authority to enter into this Agreement and to perform the actions contemplated hereunder, (b) it has obtained all consents necessary for its participation in the Well Monitoring Program and its performance of the terms of this Agreement (including without limitation the consents of any landowners and any persons with other rights with respect to the Property) (such consents, the "Consents"), (c) it has provided the GSA with a written description of all Consents, and (d) no other agreements or obligations concerning the Property interfere with Cooperator's right or ability to perform its obligations hereunder or will be violated by Cooperator's performance of such obligations. Cooperator further represents and warrants that Cooperator has conducted its own review of its participation in the Well Monitoring Program and its taking of or omission of actions required by or related to this Agreement, that, except as expressly provided in this Agreement, neither the GSA nor any person affiliated with or otherwise on behalf of the GSA is making or has made any representation or warranty, written or oral, with respect to the Well Monitoring Program or otherwise, and that Cooperator has not relied and will not rely on any such representation or warranty or any omissions by any such persons whether made on, before or after the date hereof, except as expressly set forth in this Agreement.

Without limiting the foregoing, if the Property is owned by any person (the "Landowner") other than Cooperator, then Cooperator represents and warrants that Cooperator has the right to execute and perform this Agreement with respect to the Property, without the consent of the Landowner (except

for any consent as Cooperator may already have obtained and which is irrevocable with respect to Cooperator's participation in the Well Monitoring Program), and that the Landowner will not have any rights against the GSA in respect of Cooperator's performance under or in any way related to this Agreement and Cooperator's participation in the Well Monitoring Program. At the request of the GSA, Cooperator will arrange for a meeting of the GSA with the Landowner.

This Section 7 will survive the termination or expiration of this Agreement or any part thereof.

#### 8. Indemnification

Cooperator assumes the risk of any damage caused by its participation in the Well Monitoring Program. Cooperator will indemnify, defend and hold harmless the GSA, its affiliates and funders and their officers, directors, members, employees and agents from and against any and all claims, demands, causes of action, damages, judgments, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising or resulting, directly or indirectly, from any negligent action or failure to act on the part of Cooperator or breach by Cooperator of any of its obligations, representations and warranties under this Agreement. The GSA will indemnify, defend and hold harmless Cooperator from any and all claims, demands, causes of action, damages, judgments, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising or resulting, directly or indirectly, from any negligent action arising from the entry of the GSA's representatives on the Property or breach by the GSA of any of its obligations under this Agreement (provided that the foregoing shall not apply to any such claims or actions to the extent arising from the absence of any Consent). Notwithstanding the foregoing, in no event will any party be liable for consequential, incidental or special damages.

This Section 8 will survive the termination or expiration of this Agreement or any part thereof.

#### 9. Notice

Except as provided for in this Agreement, or for such day-to-day communications or instructions as may be called for or reasonably anticipated in the description of the work to be done under this Agreement (none of which may, however, alter the terms of this Agreement), any notice, demand, request, consent, or approval of any kind that any party to this Agreement desires or is required to give to or make on another party under or in connection with this Agreement (a "Notice") will be in writing and will be served upon the party being addressed, at the most recent address which the addressed party has provided for such purposes under this Agreement. Notice pursuant to section 3 of this Agreement is exempted from these Notice requirements.

Each Notice will be given by at least one of the following means: (1) delivery in person, (2) certified U.S. mail, return receipt requested, postage prepaid, or (3) Federal Express or other reputable "overnight" delivery service, provided that next-business-day delivery is requested by the sender. Notices delivered in person will be deemed effective immediately upon delivery (or refusal of delivery or receipt). Notices sent by certified mail will be deemed given on the earlier to occur of: (1) the date of first attempted delivery; or (2) the third day after being deposited in the mail. Notices sent by Federal Express or other reputable "overnight" delivery service will be deemed given on the next-business-day after being deposited with the delivery service. Either party may, from time to time, by written notice to the other, designate a different address, which will be substituted for the most current address previously provided for such purposes under this Agreement.

This Section 9 will survive the termination or expiration of this Agreement or any part thereof.

#### 10. Anti-Terrorist Certification

Cooperator agrees that it will use any funds received under this Agreement in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to the USA Patriot Act of 2001 and Executive Order 13224.

#### 11. Conflicts of Interest Disclosure

Cooperator certifies that the information it has provided on the "Conflict of Interest Disclosure Form" which is being provided to Cooperator by the GSA with respect to this Agreement (the "Disclosure Form") is true and correct to the best of Cooperator's knowledge. In the event that any material misrepresentation by Cooperator in such Disclosure Form is discovered during the term of this Agreement, the GSA may elect to declare this Agreement null and void and immediately terminate it.

#### 12. State Regulations

This Agreement is further subject to the additional terms and conditions set forth in **Exhibit B** ("State Government Laws and Regulations").

#### 13. Use of Data

The GSA will own all data collected and processed during the Well Monitoring Program and all data collected shall be made available to the State and shall be in the public domain. The data collected will be consolidated and made available publicly. Data will include identifying information including the location of each well and the name of the Cooperator associated with that well.

#### 14. Miscellaneous

This Agreement will become binding when signed by the Cooperator and the GSA. This Agreement supersedes all prior or contemporaneous communications and negotiations, both oral and written, concerning the subject matter of this Agreement and constitutes the entire agreement between the GSA and Cooperator with respect to such matters. No amendment to this Agreement will be effective unless it is in writing and is signed by all of the parties hereto. This Agreement will be interpreted and construed under, and will be and governed by, the internal laws of the State of California, without regard to any choice of law rules. Time is of the essence in this Agreement. The terms and conditions of this Agreement are binding upon Cooperator and its successors and assigns. Each party will bear and pay its own expenses, including, in the case of the Cooperator, any costs of preparing the Property for or otherwise participating in the Well Monitoring Program.

Any and all exhibits, schedules, and addenda attached to and referred to in this Agreement are hereby incorporated into this Agreement as fully as if set out in their entirety herein, but in the event of any conflict between the terms of this main body of the Agreement and the terms of any exhibits, addenda, or other attachments to this Agreement, the terms of this main body of the Agreement will control. The provisions of this Agreement will survive the expiration or termination of this Agreement to the extent of any rights accrued or obligations incurred during such term, and Sections 7, 8, 9 and 14 and State's right to audit under the Audit Clause in **Exhibit B** shall survive any expiration or termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions will not be affected thereby. This Agreement may be executed in



several counterparts, and all counterparts so executed will constitute one Agreement which will be binding on all of the parties, notwithstanding that all of the parties are not signatory to the same counterpart. Electronic signatures, digital signatures, fax signatures, and scanned signatures are acceptable for this Agreement in compliance with the Uniform Electronic Transactions Act (UETA).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**COOPERATOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GSA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

- Exhibit A – Manual Data Collection Form
- Exhibit B – State Government Laws and Regulations

**Exhibit A**  
**Manual Data Reporting Form**

If there is an equipment failure during the period of this agreement, the Cooperator must manually collect well flow data and provide it to the GSA. Monthly flow totals must be recorded from the flow meter totalizer. If there is a failure of the flow meter totalizer, report the total number of hours of pumping for that month.

<b>Month/Year</b>	<b>Total Volume (or hours)</b>	<b>Date and Time Recorded</b>
April 202 <del>21</del> <u>4</u>		
May 202 <del>21</del> <u>4</u>		
June 202 <del>21</del> <u>4</u>		
July 202 <del>21</del> <u>4</u>		
August 202 <del>21</del> <u>4</u>		
September 202 <del>21</del> <u>4</u>		
October 202 <del>21</del> <u>4</u>		
November 202 <del>21</del> <u>4</u>		
December 202 <del>21</del> <u>4</u>		
January 202 <del>32</del> <u>3</u>		
February 202 <del>32</del> <u>3</u>		
March 202 <del>32</del> <u>3</u>		
April 202 <del>32</del> <u>3</u>		
May 202 <del>32</del> <u>3</u>		
June 202 <del>32</del> <u>3</u>		
July 202 <del>32</del> <u>3</u>		
August 202 <del>32</del> <u>3</u>		
September 202 <del>32</del> <u>3</u>		
October 202 <del>32</del> <u>3</u>		
November 202 <del>32</del> <u>3</u>		
December 202 <del>32</del> <u>3</u>		
January 202 <del>43</del> <u>3</u>		
February 202 <del>43</del> <u>3</u>		
March 202 <del>43</del> <u>3</u>		
April 202 <del>43</del> <u>3</u>		
May 202 <del>43</del> <u>3</u>		
June 202 <del>43</del> <u>3</u>		
July 202 <del>43</del> <u>3</u>		
August 202 <del>43</del> <u>3</u>		
September 202 <del>43</del> <u>3</u>		
October 202 <del>43</del> <u>3</u>		
November 202 <del>43</del> <u>3</u>		
December 202 <del>43</del> <u>3</u>		

**Exhibit B**  
**State Government Laws and Regulations**

**Accounting**

During the performance of this Agreement, Cooperator and its subcontractors shall maintain books, records, and other documents pertinent to their work under this Agreement in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State of California at any time.

**Acknowledgment of Credit and Signage**

Cooperator shall appropriately acknowledge the State for its support when promoting the Project.

**Audit Clause**

Cooperator agrees that all parties to the Agreement, the State of California, the State Department of General Services, the Bureau of State Audits, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Cooperator agrees to maintain such records for possible audit for a minimum of three (3) years from the final payment made under the Grant Agreement, unless a longer period of records retention is stipulated elsewhere in this Agreement. Cooperator agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Cooperator agrees to include a similar right of the State and all parties to the Agreement to audit records and interview of staff in any further subcontract made under this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896.60 et seq.)

**Drug-Free Workplace Requirements**

By signing this Agreement, Cooperator hereby certifies under penalty of perjury under the laws of the State of California that Cooperator will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide that every employee who works on this Agreement:
  - a. Will receive a copy of the company's drug-free policy statement; and,
  - b. Will agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement, or both, and Cooperator may be ineligible for award of any future State agreements if the State determines that any of the following has occurred: (1) Cooperator has made false certification, or (2) Cooperator has violated the certification by failing to carry out the requirements as noted above.

Colusa Groundwater Authority Board of Directors Meeting

April 26, 2022 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 9.c: GSP Grant Funding Update

The spreadsheets below provide an overview of grant invoicing for the Proposition 1 SGM Round 2 GSP funding, and Proposition 68 Round 3 GSP funding. Below that is a summary of billings from the Glenn Groundwater Authority for the Consultant work on the GSP. As a reminder, CGA holds the Grant Agreement with DWR and GGA holds the contracts with Davids Engineering for GSP development. CGA reimburses GGA with grant funds for invoices paid to Davids Engineering.

The quarterly grant reports are posted to the CGA website:

<https://colusagroundwater.org/projects/groundwater-sustainability-plan/>

**Recent Updates:**

- Payment has been received for Invoice #12
- Report and Invoice #13 have been submitted to DWR and are pending approval
- Invoice #14 is in the process of being prepared
- We have received Grant extension, Amendment #5, to finish work by August 31, 2022

Prop 1 + Prop 68 GSP_ Payment Tracking Grant Agreement No. 46-00012655										
QB	Report #	Quarter	Dates of Report	Invoice Date	Prop 1	Prop 68	Total Invoice	DWR Payment	DWR Payment Date Received	10% Retention
	1	2018-04	July 1-Dec. 31, 2018	2/8/2019	\$13,058.50		\$13,058.50	\$11,752.65	5/8/2019	\$1,305.85
	2	2019-01	Jan. 1-March 31, 2019	4/30/2019	\$2,821.50		\$2,821.50	\$2,539.35	6/14/2019	\$282.15
	3	2019-02	April 1-June 30, 2019	7/15/2019	\$10,715.25		\$10,715.25	\$9,643.73	8/15/2019	\$1,071.52
					<b>\$26,595.25</b>		<b>\$26,595.25</b>	<b>\$23,935.73</b>		<b>\$2,659.52</b>
	4	2019-03	July 1-September 30, 2019	11/13/2019	\$51,228.99		\$51,228.99	\$46,106.09	3/9/2020	\$5,122.90
	5	2019-04	October 1-December 31, 2019	3/12/2020	\$55,591.62		\$55,591.62	\$50,032.46	4/8/2020	\$5,559.16
	6	2020-01	Jan. 1-March 31, 2020	5/1/2020	\$20,537.96		\$20,537.96	\$18,484.16	5/13/2020?	\$2,053.80
x	7	2020-02	April 1-July 2, 2020	8/5/2020	\$147,532.50		\$147,532.50	\$132,779.25	9/1/2020	\$14,753.25
					<b>\$274,891.07</b>		<b>\$274,891.07</b>	<b>\$247,401.96</b>		<b>\$27,489.11</b>
x	8	2020-03	July 3-September 30, 2020	10/31/2020	\$70,426.75		\$70,426.75	\$63,384.08	12/21/2020	\$7,042.67
x	9	2020-04	October 1-December 31, 2020	2/28/2021	\$112,507.25	\$5,667.75	\$118,175.00	\$106,357.50	3/30/2021	\$11,817.50
x	10	2021-01	Jan. 1-March 31, 2021	6/11/2021	\$231,205.35	\$4,806.75	\$236,012.10	\$212,410.89	7/12/2021	\$23,601.21
	11	2021-02	April 1-June 30, 2021	8/30/2021	\$213,996.98	\$156,086.02	\$370,083.00	\$333,074.70	10/27/2021	\$37,008.30
					<b>\$628,136.33</b>	<b>\$166,560.52</b>	<b>\$794,696.85</b>	<b>\$715,227.17</b>		<b>\$79,469.68</b>
	12	2021-03	July 1-September 30, 2021	11/31/2021	\$18,428.75	\$278,488.41	\$296,917.16	\$267,193.46	01/11/2022	\$29,723.70
	13	2021-04	October 1-December 31, 2021	2/28/2022		\$196,009.02	\$196,009.02	\$176,408.12		\$19,600.90
	14	2022-01	Jan. 1-March 31, 2022	5/30/2022						
					\$18,428.75	\$474,497.43	\$492,926.18	\$443,601.58		\$49,324.60
							<b>Total Grant Funds</b>	<b>Grant funds less 10% Retention</b>		
					<b>TOTAL GRANT AMOUNT</b>	<b>\$1,000,000.00</b>	<b>\$999,600.00</b>	<b>\$1,999,600.00</b>	<b>\$1,799,640.00</b>	<b>\$199,960.00</b>
					<b>TOTALS TO-DATE</b>	<b>\$948,051.40</b>	<b>\$641,057.95</b>	<b>\$1,589,109.35</b>	<b>\$1,430,166.44</b>	<b>\$158,942.91</b>
					<b>REMAINING</b>	<b>\$51,948.60</b>	<b>\$358,542.05</b>	<b>\$410,490.65</b>	<b>\$369,473.56</b>	<b>\$41,017.09</b>

Colusa Groundwater Authority Board of Directors Meeting

April 26, 2022 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

**AGENDA ITEM 10: Ad Hoc Committee Updates**

Budget Ad Hoc – Denise Carter, Dan Ruiz, Shelly Murphy, Jeff Moresco

Outreach Ad Hoc – Jim Wallace, Darrin Williams, Jeff Moresco, Bill Vanderwaal, Denise Carter

Long Term Funding – Thad Bettner, Darrin Williams, Jeff Moresco

Program Manager – Denise Carter, Shelly Murphy, Denise Conrado, Jim Wallace

Long Term Funding – Thad Bettner, Darrin Williams, Jeff Moresco

**AGENDA ITEM 11: STAFF REPORT AND RECURRING UPDATES**

AGENDA ITEM 11: Staff Report

**INFORMATION ONLY**

**Items of Note:**

- The Prop 1/68 Grant has been extended to complete work by June 30, 2022 which will allow time for the Well Monitoring Pilot Project as well as outreach material to be generated for use in conducting county outreach meetings.
- Annual Report presentation was given to the Colusa County Board of Supervisors. Have received request to present at Williams City Council.
- Airborne electromagnetic (AEM) surveys in Colusa County will be performed between April 24 and May 15. (Equipment will be staged at the Colusa County Airport April 27-May 4<sup>th</sup>.)

The bullets below provide information on DWR’s outreach efforts and materials to support your local outreach efforts.

- Notification letters: DWR is sending a one page, double-sided letter to parcel owners in a defined buffer zone beneath the flight path and should arrive in mailboxes this week. Please feel free to share this notification letter with other agencies or organizations that you think have an interest in the surveys (e.g. the Farm Bureau). Attached are copies of the letters for the Sacramento Valley, Eel River Valley, and Sierra Valley
- Press release: DWR will provide a press release to local media approximately 7 days prior to the survey starting. I will share the press release with this group once it goes out. Please provide recommendations for local media outlets that have been useful for conducting outreach in the past.
- Social media announcement: DWR will announce the surveys on their social media accounts the day before the surveys start. Locals are welcome to use the announcement below and image attached on their social media or other appropriate platforms.

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AGENDA SUPPORT MATERIALS

*The Department of Water Resources (DWR) will conduct airborne geophysical surveys in the Colusa, Butte, Wyandotte Creek, Vina, Los Molinos, Corning, Red Bluff, Antelope, Bowman, Bend, Millville, South Battle Creek, Anderson, Enterprise, Eel River Valley, and Sierra Valley #groundwater basins starting in late-April. Surveys will help improve the understanding of groundwater resources and support local management efforts in their goals to implement #SGMA.*

Watch this short video (<https://youtu.be/bT4jBVlTvU>) to learn more about the airborne electromagnetic (AEM) geophysical method, or visit the AEM project webpage: <https://bit.ly/36iM3Wo>

Got questions? Email us at [AEM@water.ca.gov](mailto:AEM@water.ca.gov)

- Additional materials (available on the [AEM survey webpage](#)):
  - [YouTube 2-minute video – DWR’s Airborne Electromagnetic \(AEM\) Surveys: The AEM Method](#)
  - [Proposition 68 Funded Projects - AEM Fact Sheet](#)
  - [Statewide AEM Surveys: Frequently Asked Questions](#)
  - [AEM Survey Schedule](#)

**AGENDA ITEM 12: MEMBER REPORTS AND COMMENTS**

**INFORMATION ONLY**

CGA Board Members and Alternates are encouraged to share information that may be relevant the CGA. No action will be taken on any of these items.

**AGENDA ITEM 13: NEXT MEETING**

The next meeting of the CGA Board will be held **May 24, 2022, 1:00 pm at CIP Conference Room, in person**

**AGENDA ITEM 14: ADJOURN**